

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

X

In re:

PAMELA RODGERS

Debtor,

X

HEARING DATE: April 27, 2011
HEARING TIME: 11:00 am.

Chapter 11
Case No: 11-4275-cec
11-42754-cec

**MOTION TO EXTEND THE
AUTOMATIC STAY**

**TO: THE HONORABLE CARLA E. CRAIG
UNITED STATES BANKRUPTCY JUDGE:**

I, **PAMELA RODGERS** the debtor (“the Debtor”), and for my application for the entry of an order pursuant to section 362(c)(4)(A)(i)(B) of Title 11 of the United States Code (the “Bankruptcy Code”), is seeking to have the bankruptcy stay continued as to all creditors, respectfully represents:

GENERAL BACKGROUND

1. I filed a Chapter 11 bankruptcy petition on April 1, 2011.
2. This is my fifth bankruptcy case. The first case was filed pro se on June 3, 2009 and dismissed on July 23, 2009 (see Exhibit “1” docket sheet).
3. I have filed this case in good faith. My first bankruptcy petition was filed pro se on June 3, 2009. The Court filed a notice of Deficient Filing of Chapter 13 on June 3, 2009 and the clerk’s office was directed to dismiss this case pursuant to 11 U. S. C. 521(i) on July 20, 2009. I was unaware of the stringent filing deadline in the instant matter, and was prepared to file all the deficient paper work during the 341 meeting, however, I found out at the meeting of creditors that the matter was dismissed by the clerk. After the dismissal I retained counsel so that I could receive legal assistance with the correct filing of a Chapter 13 petition .

APR 27 2011
U.S. BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK
CLERK'S OFFICE
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U.S. BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK
CLERK'S OFFICE

4. After retaining an attorney to re-file for Chapter 13, the attorney I hired was inexperienced with bankruptcy, (he was a real estate attorney) and he failed to submit the correct documents and the case was dismissed on October 2, 2009. (see Exhibit 2).
5. On March 29, 2011 I went for my confirmation hearing where I was informed that I exceeded the amount of debt allowed by the bankruptcy court. I was also informed that I could file a Chapter 11 to save my house.
6. On March 31, 2004 I purchased 33 Vanderbilt Ave. Brooklyn, NY 11205 from the foreclosure auction for the purchase price of \$650,000.00. I was given 30 days to close on the property by the referee. I put a down payment of \$250,000.00 cash on the property. I applied and was approved for a \$400,000.00 mortgage with Magic Land Mortgage Broker. A few days before the scheduled closing the broker said he needed more time to secure the \$400,000.00 mortgage, and if I missed the closing I would risk losing my down payment. The broker then informed us that he had a hard money lender who was willing to loan us the \$400,000.00 with a 12% interest rate. He also claimed that after a few months he could get us a convention mortgage with a better interest rate. With our \$250,000.00 down payment in jeopardy we felt pressured to accept, we ended up with monthly mortgage payments of \$4,000.00. We later found out that the mortgage payments were interest payments only, and that no money had gone toward the principal of the loan. (see Exhibit 3, Referee's Deed in Foreclosure).
7. After the closing we were given possession of the property. We saw that it needed an

extensive amount of work . Mr. Emeido Tenteromano offered an extension on the three month mortgage (we initially chose to accept the mortgage for only three months so we could refinance and get a lower interest rate loan). He said we could continue to keep paying the mortgage until we could refinance. We continued to pay Mr.Tenteromano consistently for two years (without any missed or late payments).

8. After 2 years his son, Frank Tenteromano replaced his mother Concetta Tenteromano on the mortgage lien (without informing us) and he wanted to increase the payment from \$4,000.00 to \$5,300.00 and increase the interest rate from 12% to 16%. Thereafter, every time we sent a \$4,000.00 payment he would reject it and return it. Although the initial mortgage was suppose to mature in three months Mr. Emeido Teneteromano continued to accept the \$4,000.00 payments for another twenty-one months. (see Exhibit 4, copy of the checks).
9. On April 27, 2006 I received a commitment for Wall Street Mortgage Bankers, LTD. for the amount of \$600,000.00 for the term of thirty years, with a 6% interest rate. I spoke to Mr. Tenteromano and requested a pay-off figure to close and he give me a pay-off figure that included an additional \$45,000.00. I had already paid him \$96,000.00 which only included interest. I requested a written pay-off figure to be submitted to Wall Street Mortgage Brokers, he refused to send a pay-off figure in writing , which resulted in having to re schedule the refinance closing three times. As a result our commitment expired. (see exhibit 5, Wall Street Mortgage Bankers commitment).
10. Mr. Tenteromano filed an Order to Show Cause seeking authorization and empowering the Plaintiffs to enter upon and take possession of the mortgaged premises, 33 Vanderbilt Avenue where he claimed the property was abandoned. After hearing the testimony of

the Plaintiff , my husband and I. The court adjourned the case to March 5, 2007 to inspect the premises. On the morning of March 5, the judge (Hon. Maxine Archer) was aware of my scheduled refinance closing , and when she came to inspect the premises, she asked about the closing and we informed her that the closing could not take place. She then called the Plaintiff's attorney and asked them why they didn't send a pay-off figure, and the Plaintiff's replied they could not get in touch with their client. The Hon. Maxine Archer mentioned in her decision, "The court was advised that on the morning of the inspection date that the defendant had scheduled a refinance closing and was prepared to pay off the Plaintiff's mortgage, however the Plaintiff filed to present a pay off letter and the closing could not take place." (see Exhibit 6, page 3).

11. On April 22, 2009 I sent a written proposal to Mr. Rice, the plaintiff's attorney that we were willing to send a check for a hundred and fifty thousand dollars as an initial payment and ask that the plaintiff reinstate the mortgage for six months during which time I would make payments of \$4,000.00 a month for six months. After refinancing the mortgage, the balance of the mortgage would be paid in full. On May 12, 2009 I receive a reply for Mr. Rice, stating please be advised my clients reject the offer in your letter dated April 22, 2009. (see Exhibit 7).

12. After the confirmation hearing on March 29, 2011 we spoke to the Plaintiff's attorney Mr. Krinsky who suggested that we give his client \$200,000.00 and his client would give us a mortgage modification. We agreed and told him we would come to his office the next day with a cashier's check for the \$200,000.00. Then Mr. Krinsky retracted his offer.

GOOD FAITH

13. I have filed in the instant matter, in good faith, in a genuine effort to begin a reasonable payment plan for my debts, and have not filed in bad faith, or for any purpose forbidden by law. As my affidavit indicates I did not intentionally fail to cooperate in my first or last bankruptcy case. I have taken budget and credit counseling in the instant matter during the 180 day period preceding the date of filing, and have filed all the requested schedules in my current petition.

14. I am seeking to impose the stay to save my home as well as not to be harassed by my creditor through my bankruptcy case, and to begin the reasonable repayment of my debt to my creditor.

RELIEF SOUGHT

15. By this application, I seek pursuant to section 362(c)(4)(A)(i)(B) of the Bankruptcy Code to have the stay continued as to all my creditors indefinitely.

16. As set forth above and in the my affidavit, I have clearly demonstrated that I am proceeding in good faith in my Chapter 11 case.

WHEREFORE, I, the Debtor respectfully requests that this Court enter the annexed order

and grant such other and further relief as the deems just and proper.

Dated: April 17, 2011
Brooklyn, New York

By: Pamela Rodgers
Pamela Rodgers
33 Vanderbilt Ave.
Brooklyn, NY 11205

PlnDue, DebtEd, DISMISSED, CLOSED

U.S. Bankruptcy Court
Eastern District of New York (Brooklyn)
Bankruptcy Petition #: 1-09-44663-cec

Assigned to: Carla E. Craig
 Chapter 13.
 Voluntary
 Asset

Date filed: 06/03/2009
Date terminated: 08/14/2009
Debtor dismissed: 07/20/2009

Debtor disposition: Dismissed for Other Reason

Debtor
Pamela Rodgers
 33 Vanderbilt Avenue
 Brooklyn, NY 11205
 SSN / ITIN: xxx-xx-3518

represented by **Pamela Rodgers**
 PRO SE

Trustee
Michael J. Macco
 135 Pinelawn Road
 Suite 120 South
 Melville, NY 11747
 (631) 549-7900

U.S. Trustee
United States Trustee
 271 Cadman Plaza East
 Suite 4529
 Brooklyn, NY 11201
 (718) 422-4960

Filing Date	#	Docket Text
06/03/2009	①	Chapter 13 Voluntary Petition. Fee Amount \$ 274 Filed by Pamela A Rodgers Government Proof of Claim due by 11/30/2009. (agh) Additional attachment(s) added on 6/3/2009 (agh). (Entered: 06/03/2009)
06/03/2009	②	Meeting of Creditors Chapter 13 & Appointment of Chapter 13 Trustee Michael J. Macco with 341(a) Meeting to be held on 07/14/2009 at 10:00 AM at Room 2579, 271 Cadman Plaza East, Brooklyn, NY . Proof of Claims due by 10/13/2009 . (Entered: 06/03/2009)
06/03/2009	③	Receipt Number 293301; Fee Amount \$ 274.00 (RE: related document(s) ① Voluntary Petition (Chapter 13) filed by Debtor Pamela A Rodgers) (agh) (Entered: 06/03/2009)
06/03/2009	④	Exhibit D Re: Credit Counseling Requirement filed for Debtor Request for 30 day extension to file Certificate of Credit Counseling; Filed by Pamela A Rodgers (agh) (Entered: 06/03/2009)
		Deficient Filing Chapter 13 : Certificate of Credit Counseling due by 6/3/2009. Section 521 Incomplete Filings due by 7/20/2009. Summary of Schedules due 6/18/2009. Statistical Summary of Certain Liabilities due by 6/18/2009. Schedules A - J due 6/18/2009. Declaration Concerning Debtors schedules due 6/18/2009. Statement of Financial Affairs due 6/18/2009. Chapter 13 Plan due by 6/18/2009. Statement of Current Monthly Income and Means Test (Chapter 13) due by 6/18/2009. Copies of pay statements received from any employer due by 6/18/2009. Incomplete Filings due by 6/18/2009. (agh) (Entered:

06/03/2009	<u>③ 3</u>	06/03/2009)
06/03/2009	<u>④ 4</u>	Request for Notice - Chapter 13 Meeting of Creditors and Hearing on Confirmation. Confirmation hearing to be held on 8/18/2009 at 11:00 AM at Courtroom 3529 (Judge Craig), Brooklyn, NY. Last day to Object to Confirmation 8/18/2009. Objections to 523 due by 9/14/2009. (agh) (Entered: 06/03/2009)
06/05/2009	<u>⑤ 5</u>	BNC Certificate of Mailing - Meeting of Creditors Service Date 06/05/2009. (Admin.) (Entered: 06/06/2009)
06/05/2009	<u>⑥ 6</u>	BNC Certificate of Mailing with Notice of Electronic Filing Service Date 06/05/2009. (Admin.) (Entered: 06/06/2009)
06/05/2009	<u>⑦ 7</u>	BNC Certificate of Mailing with Notice of Deficient Filing Service Date 06/05/2009. (Admin.) (Entered: 06/06/2009)
06/25/2009	<u>⑧ 8</u>	Order Approving temporary exemption from the Credit Counseling Requirement, which exemption shall expire on July 3, 2009. If the debtor(s) fails to comply with the Credit Counseling Requirement, or fails to file a motion pursuant to 11 U.S.C. § 109(h)(3)(B) requesting a further 15-day exemption, on or before July 3, 2009, this bankruptcy case may be dismissed without further notice or hearing (RE: related document(s) <u>2</u> Exhibit D Re: Credit Counseling Requirement filed by Debtor Pamela A Rodgers). Signed on 6/25/2009 (aac) (Entered: 06/25/2009)
07/01/2009	<u>⑨ 9</u>	Certificate of Credit Counseling for Debtor Filed by Pamela A Rodgers (RE: related document(s) <u>3</u> Deficient Filing Chapter 13) (mem) (Entered: 07/01/2009)
07/14/2009	<u>⑩ 10</u>	Notice of Continuance of Meeting of Creditors on 8/4/2009 at 09:15 AM at Room 2579, 271 Cadman Plaza East, Brooklyn, NY (Macco, Michael) (Entered: 07/14/2009)
07/15/2009	<u>⑪ 11</u>	Chapter 13 Trustee's Motion to Dismiss Case. Hearing scheduled for 8/18/2009 at 11:00 AM at Courtroom 3529 (Judge Craig), Brooklyn, NY. (Macco, Michael) (Entered: 07/15/2009)
07/20/2009	<u>⑫ 12</u>	Case Automatically Dismissed pursuant to 11 U.S.C. Section 521(i)(1) with Notice of Automatic Dismissal Sent to Debtor (jrw) (Entered: 07/23/2009)
07/21/2009	<u>⑬ 13</u>	Final Notice of Section 521 Deficiencies (jrw) (Entered: 07/21/2009)
07/21/2009	<u>⑭ 14</u>	Request for Judicial Determination Concerning Dismissal Pursuant to 11 U.S.C. Section 521(i) (RE: related document(s) <u>11</u> Final Notice of Section 521 Deficiencies) (jrw) (Entered: 07/21/2009)
07/23/2009	<u>⑮ 15</u>	Order Directing Clerk's Office to dismiss this case pursuant to 11 U.S.C. Section 521(i). (RE: related document(s) <u>12</u> Request for Judicial Determination Re: 521 Documents). Signed on 7/23/2009 (jrw) (Entered: 07/23/2009)
07/23/2009	<u>⑯ 16</u>	BNC Certificate of Mailing with Final Notice of Section 521 Deficiencies Service Date 07/23/2009. (Admin.) (Entered: 07/24/2009)
07/25/2009	<u>⑰ 17</u>	BNC Certificate of Mailing with Notice of Automatic Dismissal of Case Service Date 07/25/2009. (Admin.) (Entered: 07/26/2009)
07/29/2009	<u>⑱ 18</u>	Chapter 13 Trustee Final Report and Account for Dismissed Case. (Macco, Michael) (Entered: 07/29/2009)
08/14/2009	<u>⑲ 19</u>	Order to Close Automatically Dismissed Case, Copy to Trustee, US Trustee. Signed on 8/14/2009 (jrw) (Entered: 08/14/2009)

DISMISSED, DebtEd, Repeat, PRVDISM, CLOSED

**U.S. Bankruptcy Court
Eastern District of New York (Brooklyn)
Bankruptcy Petition #: 1-09-46865-cec**

Assigned to: Carla E. Craig
Chapter 13
Voluntary
Asset

Date filed: 08/11/2009
Date terminated: 10/08/2009
Debtor dismissed: 10/02/2009

Debtor disposition: Dismissed for Other Reason

Debtor

Pamela Rodgers
33 Vanderbilt Avenue
Brooklyn, NY 11205
SSN / ITIN: xxx-xx-3518

represented by **Christopher J Rio**

Law Office of Frank J Rio
2011 Flatbush Avenue
Brooklyn, NY 11234
718-258-2255
Fax : 718-258-7058
Email: fjrlegal@yahoo.com

Trustee

Michael J. Macco
135 Pinelawn Road
Suite 120 South
Melville, NY 11747
(631) 549-7900

U.S. Trustee

United States Trustee
271 Cadman Plaza East
Suite 4529
Brooklyn, NY 11201
(718) 422-4960

Filing Date	#	Docket Text
08/11/2009	1	Chapter 13 Voluntary Petition. Fee Amount \$274 Filed by Christopher J Rio on behalf of Pamela A Rodgers Government Proof of Claim due by 2/8/2010. (Attachments: # 1 Credit# 2 payment plan# 3 matrix) (Rio, Christopher) (Entered: 08/11/2009)
		Receipt of Voluntary Petition (Chapter 13)(1-09-46865) [misc,volp13a] (274.00) Filing Fee. Receipt number 5287901.

08/11/2009		Fee amount 274.00. (U.S. Treasury) (Entered: 08/11/2009)
08/11/2009	❶	Meeting of Creditors Chapter 13 & Appointment of Chapter 13 Trustee Michael J. Macco with 341(a) Meeting to be held on 09/14/2009 at 10:15 AM at Room 2579, 271 Cadman Plaza East, Brooklyn, NY . Proof of Claims due by 12/14/2009 . (Entered: 08/11/2009)
08/11/2009	❷	Certificate of Credit Counseling for Debtor Filed by Christopher J Rio on behalf of Pamela Rodgers (dkc) (Entered: 08/13/2009)
08/11/2009	❸	Deficient Filing Chapter 13 : Mailing Matrix / List of Creditors due by 8/11/2009. Pre-Petition Statement Pursuant to Local Bankruptcy Rule 2017-1 due by 9/14/2009. Section 521 Incomplete Filings due by 9/25/2009. Exhibit D due by 8/26/2009. Disclosure of Compensation Pursuant to FBR 2016(b) due 8/26/2009. Declaration Concerning Debtors schedules due 8/26/2009. Statement of Financial Affairs due 8/26/2009. Chapter 13 Plan due by 8/26/2009. Copies of pay statements received from any employer due by 8/26/2009. Incomplete Filings due by 8/26/2009. (dkc) (Entered: 08/14/2009)
08/13/2009	❹	Prior Filings Case Number(s): 09-44663 Dismissed 7/23/2009 (dkc) (Entered: 08/13/2009)
08/14/2009	❺	Request for Notice - Chapter 13 Meeting of Creditors and Hearing on Confirmation. Confirmation hearing to be held on 10/6/2009 at 11:00 AM at Courtroom 3529 (Judge Craig), Brooklyn, NY. Last day to Object to Confirmation 10/6/2009. Objections to 523 due by 11/13/2009. (dkc) (Entered: 08/14/2009)
08/14/2009	❻	DOCKETED INCORRECTLY - ATTORNEY ADVISED TO RE-FILE. Motion to Extend Automatic Stay Filed by Christopher J Rio on behalf of Pamela Rodgers. Order to be presented for signature on 8/14/2009. (Rio, Christopher) Modified on 8/25/2009 (dkc). (Entered: 08/14/2009)
08/16/2009	❼	BNC Certificate of Mailing - Meeting of Creditors Service Date 08/16/2009. (Admin.) (Entered: 08/17/2009)
08/16/2009	❽	BNC Certificate of Mailing with Notice of Electronic Filing Service Date 08/16/2009. (Admin.) (Entered: 08/17/2009)
08/16/2009	❾	BNC Certificate of Mailing with Notice of Deficient Filing Service Date 08/16/2009. (Admin.) (Entered: 08/17/2009)

08/17/2009	● <u>9</u>	Motion to Extend Automatic Stay Filed by Christopher J Rio on behalf of Pamela Rodgers. Hearing scheduled for 9/3/2009 at 11:30 AM at Courtroom 3529 (Judge Craig), Brooklyn, NY. (Rio, Christopher) Modified on 8/19/2009 (dkc). (Entered: 08/17/2009)
08/19/2009	● <u>10</u>	Chapter 13 Plan dated August 1, 2009 Filed by Christopher J Rio on behalf of Pamela Rodgers (RE: related document(s) <u>3</u> Deficient Filing Chapter 13). (Rio, Christopher) Modified on 8/25/2009 (dkc). (Entered: 08/19/2009)
08/19/2009	● <u>11</u>	Exhibit D Re: Credit Counseling Requirement filed for Debtor Filed by Christopher J Rio on behalf of Pamela Rodgers (RE: related document(s) <u>3</u> Deficient Filing Chapter 13) (Rio, Christopher) (Entered: 08/19/2009)
08/19/2009	● <u>12</u>	Schedule(s), Statement(s) and Affidavit LR1009-1(a) : statement 1073-2b, disclosure of compensation, declaration concerning debtor's schedules, statement of financial affairs, pay stubs Filed by Christopher J Rio on behalf of Pamela Rodgers (Rio, Christopher) Modified on 8/25/2009 (dkc). (Entered: 08/19/2009)
09/01/2009	● <u>13</u>	Objection Filed by Mark A Frankel on behalf of Frank and Emideo Tenteromano (RE: related document(s) <u>9</u> Motion to Extend Automatic Stay filed by Debtor Pamela Rodgers) (Frankel, Mark) (Entered: 09/01/2009)
09/03/2009	● <u>14</u>	Exhibit <i>Apprasial</i> Filed by Christopher J Rio on behalf of Pamela Rodgers (Rio, Christopher) (Entered: 09/03/2009)
09/04/2009	●	DOCKETED INCORRECTLY - SEE CORRECTED ENTRY - Hearing Held and Adjourned; Appearance(s) by both sides; Hearing scheduled for 9/4/2009 at 11:30 AM at Courtroom 3529 (Judge Craig), Brooklyn, NY. (RE: related document(s) <u>9</u> Motion to Extend Automatic Stay filed by Debtor Pamela Rodgers) (tml) Modified on 9/11/2009 (tml). (Entered: 09/04/2009)
09/04/2009	●	Hearing Held; Appearance(s) by both sides; (RE: related document(s) <u>9</u> Motion to Extend Automatic Stay filed by Debtor Pamela Rodgers) - DENIED, SO ORDERED BY s/Carla E. Craig. Endorsed on Calendar dated 9/4/09. (This is a text Order, no document is attached). (tml) (Entered: 09/04/2009)
09/14/2009	●	Notice of Continuance of Meeting of Creditors on 10/20/2009 at 11:00 AM at Room 2579, 271 Cadman Plaza East, Brooklyn, NY (Macco, Michael) (Entered: 09/14/2009)
		Chapter 13 Trustee's Motion to Dismiss Case. Hearing scheduled

09/15/2009	● <u>15</u>	for 10/6/2009 at 11:00 AM at Courtroom 3529 (Judge Craig), Brooklyn, NY. (Macco, Michael) (Entered: 09/15/2009)
09/23/2009	● <u>16</u>	Motion to Dismiss Case <i>upon application of debtor</i> . Filed by Pamela Rodgers. (dkc) (Entered: 09/24/2009)
10/02/2009	● <u>17</u>	Order Dismissing Chapter 13 Case with Prejudice for a period of 180 days from the date of entry of this order with Notice of Dismissal. Signed on 10/2/2009 (dkc) (Copy mailed to debtor) (Entered: 10/05/2009) ★
10/07/2009	● <u>18</u>	Chapter 13 Trustee Final Report and Account for Dismissed Case. (Macco, Michael) (Entered: 10/07/2009)
10/07/2009	● <u>19</u>	BNC Certificate of Mailing with Notice of Dismissal Service Date 10/07/2009. (Admin.) (Entered: 10/08/2009)
10/08/2009	● <u>20</u>	Order to Close Dismissed Case, Copy to Trustee, US Trustee. Signed on 10/8/2009 (dkc) (Entered: 10/08/2009)
10/08/2009	●	Bankruptcy Case Closed (dkc) (Entered: 10/08/2009)
10/10/2009	● <u>21</u>	BNC Certificate of Mailing with Order to Close Dismissed Case Service Date 10/10/2009. (Admin.) (Entered: 10/11/2009)

516) 343-4315

REFEREE'S DEED IN FORECLOSURE

THIS DEED made on 6th day Aug, 2004, by and between Trevor L.F. Headley, Esq. Referee with an address at 26 Court Street, Brooklyn, NY 11242 duly appointed in the action hereinafter mentioned, Grantor; and **PAMELA RODGERS** with an address 570 Westminster Road Apt B7, Brooklyn, NY 11230, Grantee.

WITNESSETH, that the Grantor, the Referee appointed in an action entitled Cambridge Home Capital LLC v. Michael Tso et al, commenced in the Supreme Court of the State of New York, County of Kings, bearing Index No. 2003-22121 with regard to a mortgage between Michael Tso and Cambridge Home Capital, LLC. dated April 24, 2002 and recorded on May 30, 2002 in Reel 5646 at Page 1583, and pursuant to a Judgment of Foreclosure and Sale entered at a IAS Part of the Supreme Court of the State of New York, County of Kings, and bearing date March 31, 2004 and entered in the Kings County Clerk on March 31, 2004; and sale dated June 17, 2004 in consideration of \$650,000.00 paid by the Grantee, being the highest sum bid at the sale under said Judgment, does hereby grant and convey unto the Grantee:

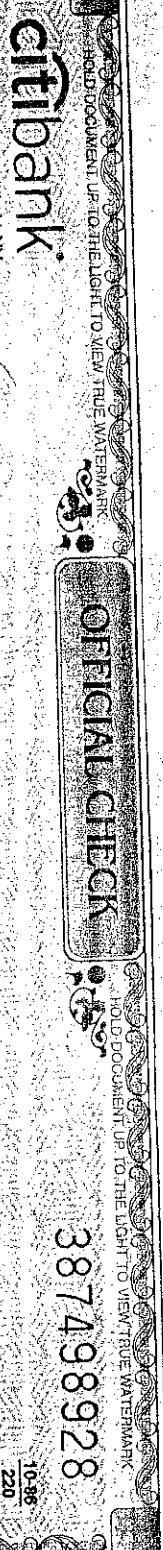
ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at the Borough of Brooklyn, County of Kings, and State of New York, and being more particularly described on Schedule "A" annexed hereto and made a part hereof as though set forth fully hereat.

TO HAVE AND TO HOLD the premises granted unto the Grantee, **PAMELA RODGERS** its successors and assigns forever.

*West
Bac*

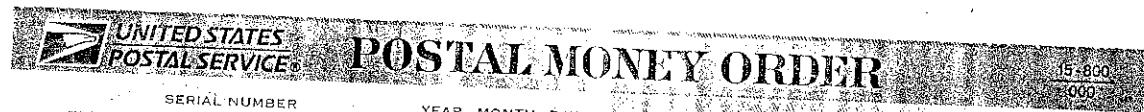
Recd personally check 12/6/04

DeAraugust / Secy

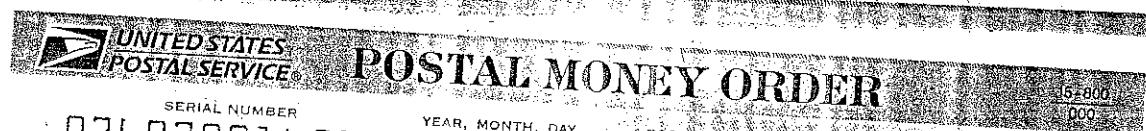


Issued by Integrated Payment Systems Inc., Englewood, Colorado

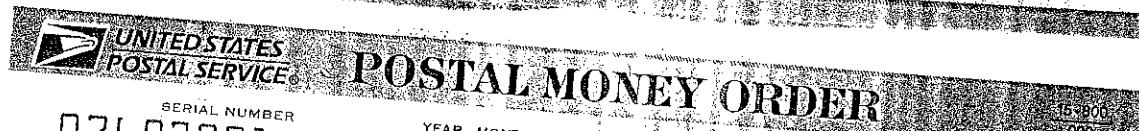
To Citibank N.A., Buffalo, NY



PAY TO EMIDEO TENTEROMANO		YEAR, MONTH, DAY 2004-12-10	POST OFFICE 112032	U.S. DOLLARS AND CENTS \$1000.00
ADDRESS		AMOUNT: ONE THOUSAND DOLLARS & 00¢*****		
C.O.D. NO. OR USED FOR MORTG. PAYMENT FOR DEC. 2004		NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS SEE REVERSE WARNING		
ADDRESS 0000080021		FROM PAMELA RODGERS CLERK 010		
C.O.D. NO. OR USED FOR MORTG. PAYMENT FOR DEC. 2004		ADDRESS 33 VANDERBILT AVE.		
ADDRESS 07607001486				



PAY TO EMIDEO TENTEROMANO		YEAR, MONTH, DAY 2004-12-10	POST OFFICE 112032	U.S. DOLLARS AND CENTS \$1000.00
ADDRESS		AMOUNT: ONE THOUSAND DOLLARS & 00¢*****		
C.O.D. NO. OR USED FOR MORTG. PAYMENT FOR DEC. 2004		NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS SEE REVERSE WARNING		
ADDRESS 0000080021		FROM PAMELA RODGERS CLERK 010		
C.O.D. NO. OR USED FOR MORTG. PAYMENT FOR DEC. 2004		ADDRESS 33 VANDERBILT AVE.		
ADDRESS 07607001453				



PAY TO EMIDEO TENTEROMANO		YEAR, MONTH, DAY 2004-12-10	POST OFFICE 112032	U.S. DOLLARS AND CENTS \$1000.00
ADDRESS		AMOUNT: ONE THOUSAND DOLLARS & 00¢*****		
C.O.D. NO. OR USED FOR MORTG. PAYMENT FOR DEC. 2004		NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS SEE REVERSE WARNING		
ADDRESS 0000080021		FROM PAMELA RODGERS CLERK 010		
C.O.D. NO. OR USED FOR MORTG. PAYMENT FOR DEC. 2004		ADDRESS 33 VANDERBILT AVE.		
ADDRESS 07607001442				

UNITED STATES POSTAL SERVICE

POSTAL MONEY ORDER

800
000

SERIAL NUMBER	YEAR, MONTH, DAY	POST OFFICE	U.S. DOLLARS AND CENTS
07607001475	2004-12-10	112032	\$1000.00
AMOUNT: ONE THOUSAND DOLLARS & 00¢ ****			
PAY TO EMILIO TENTEROMANO		NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS SEE REVERSE WARNING	
ADDRESS		FROM: MARYELA RODGERS 010 ADDRESS: 33 VANDERBILT AVE	
C.O.D. NO. OR USED FOR: MORTGAGE PAYMENT FOR DEC 2004 000000800 20		CLERK	
07607001475			

SERIAL NUMBER 07306321656	YEAR, MONTH, DAY 2004-09-29	POST OFFICE 112032	U.S. DOLLARS AND CENTS \$1000.00
AMOUNT: ONE THOUSAND DOLLARS & 00*****			
PAY TO EMIDEO TENTEROMANO		NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS SEE REVERSE WARNING	
ADDRESS 315 7th ST. BROOKLYN, NY 11205		FROM P. Rodgers	CLERK 010
C.O.D. NO. OR USED FOR 33 Vanderbilt Av. (October Payt.)		ADDRESS 33 Vanderbilt Av. Brooklyn, NY 11230	
00000080021		07306321656	

UNITED STATES POSTAL SERVICE POSTAL MONEY ORDER			
SERIAL NUMBER 07306321601	YEAR, MONTH, DAY 2004-09-29	POST OFFICE 112032	U.S. DOLLARS AND CENTS \$1000.00
AMOUNT: ONE THOUSAND DOLLARS & 00*****			
PAY TO EMIDEO TENTEROMANO		NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS SEE REVERSE WARNING	
ADDRESS 315 7th ST. Brooklyn, NY 11215		FROM P. Rodgers	CLERK 010
C.O.D. NO. OR USED FOR 33 Vanderbilt Ave. (October Payt.)		ADDRESS 33 Vanderbilt Ave. Brooklyn, NY 11205	
00000080021		07306321601	

UNITED STATES POSTAL SERVICE POSTAL MONEY ORDER			
SERIAL NUMBER 07306321590	YEAR, MONTH, DAY 2004-09-29	POST OFFICE 112032	U.S. DOLLARS AND CENTS \$1000.00
AMOUNT: ONE THOUSAND DOLLARS & 00*****			
PAY TO EMIDEO TENTEROMANO		NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS SEE REVERSE WARNING	
ADDRESS 315 7th ST. Brooklyn, NY 11215		FROM P. Rodgers	CLERK 010
C.O.D. NO. OR USED FOR 33 Vanderbilt Ave. (October Payt.)		ADDRESS 33 Vanderbilt Ave. Brooklyn, NY 11205	
00000080021		07306321590	

UNITED STATES POSTAL SERVICE POSTAL MONEY ORDER			
SERIAL NUMBER 07306321645	YEAR, MONTH, DAY 2004-09-29	POST OFFICE 112032	U.S. DOLLARS AND CENTS \$1000.00
AMOUNT: ONE THOUSAND DOLLARS & 00*****			
PAY TO EMIDEO TENTEROMANO		NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS SEE REVERSE WARNING	
ADDRESS 315 7th ST. BROOKLYN, NY 11215		FROM P. Rodgers	CLERK 010
C.O.D. NO. OR USED FOR 33 Vanderbilt Ave. (October Payt.)		ADDRESS 33 Vanderbilt Ave. Brooklyn, NY 11205	

Rec'd personally check 12/6/04

Algo Noggin / Poetry

c. 1900

Citibank, N.A., New York, NY

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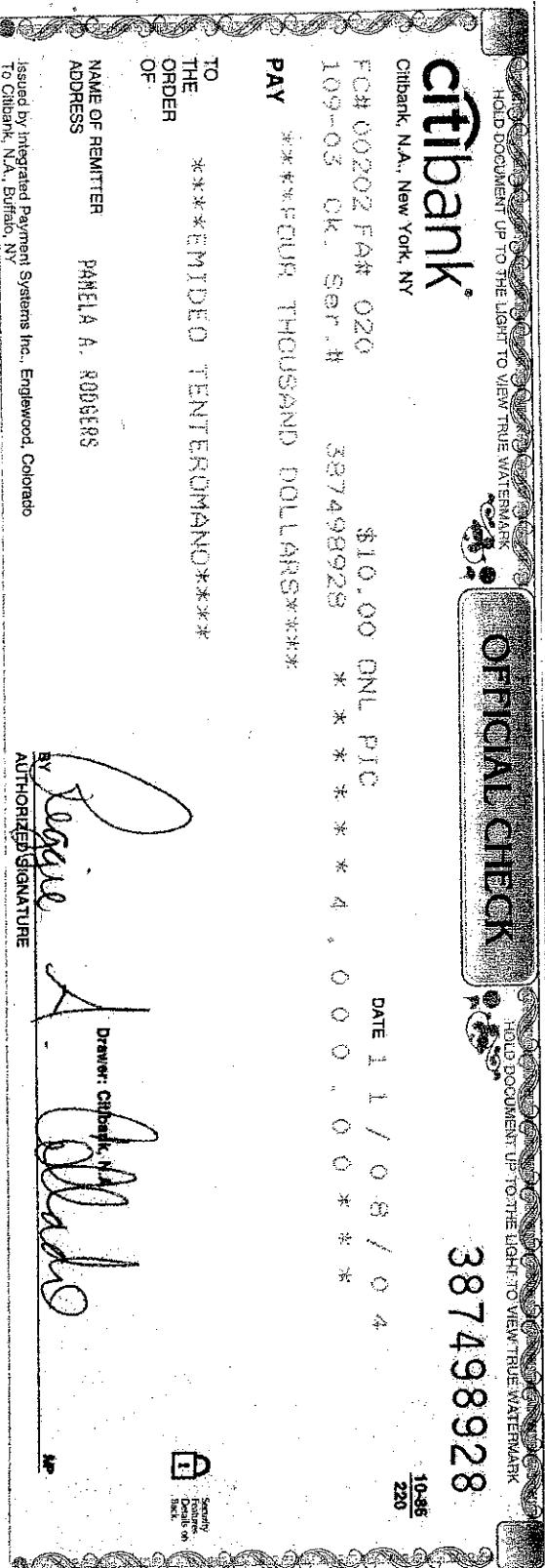
FC4400202 FAX 026 \$10.00 6
109-03 Ok. Ser. # 387498928 >
PAY ~~**~~ * * * * * THOUSAND DOLLARS ~~**~~ *

TO THE ORDER OF THE E. M. TENTERMAN CO. *

NAME OF REMITTER: PAMELA A. RODGERS
ADDRESS:

Issued by Integrated Payment Systems Inc., Englewood, Colorado
To Gilspark NA Buffalo, NY

11 79054 211 602200088881+28003874989285111



11/21

PAMELA A RODGERS 09-05 570 WESTMINSTER ROAD APT B7 BROOKLYN, NY 11230		1-2-94 210	1503
PAY TO THE ORDER OF <u>EMIDEO TENTEROMANO</u>		DATE <u>10-5-85</u>	
<u>FOUR THOUSAND 40 ⁴⁰</u>		\$ 4,000 100 ⁴⁰ DOLLARS <input checked="" type="checkbox"/> <small>Security Features Included Details on Back.</small>	
CHASE JPMorgan Chase Bank, N.A. New York, New York 10017 www.Chase.com			
MEMO <u>MORTGAGE for OCTOBER</u> <u>Pamela Rodgers</u> <u>05 33 VANDERBILT AVE.</u> <u>1021000021091372591651 1503</u>			

PAMELA A RODGERS 09-05 570 WESTMINSTER ROAD APT B7 BROOKLYN, NY 11230		1-2-94 210	1504
PAY TO THE ORDER OF <u>EMIDEO TENTEROMANO</u>		DATE <u>11-6-85</u>	
<u>FOUR THOUSAND 40 ⁴⁰</u>		\$ 4,000 100 ⁴⁰ DOLLARS <input checked="" type="checkbox"/> <small>Security Features Included Details on Back.</small>	
CHASE JPMorgan Chase Bank, N.A. New York, New York 10017 www.Chase.com			
MEMO <u>MORTGAGE for NOVEMBER</u> <u>09</u> <u>Pamela Rodgers</u> <u>33 VANDERBILT AVE.</u> <u>1021000021091372591651 1504</u>			

THE FACE OF THIS
IS THE FACE OF CHASE

JPMorgan Chase Bank
Buffalo, NY 14202



220

Date MAY 13, 2005

4,000.00

U.S. Dollars

REMITTER

Pay to the
order of EMIDEO TENTEROMANO

Amount FOUR THOUSAND DOLLARS AND 00 CENTS

CASHIER'S CHECK

Authorized Signature

Stephen P. Hughes

ORIGINAL CHECK HAS AN ARTIFICIAL WATERMARK ON REVERSE SIDE HOLD AT AN ANGLE TO VIEW

"00009601614" "0220008421601600034"

Reed 5/20/05
DgaMergers

8 8

THE FACE OF THIS CHECK HAS A SECURITY VOID BACKGROUND PATTERN - DO NOT CASH IF THE WORD VOID IS VISIBLE

JP Morgan Chase Bank
Buffalo, NY 14202

J CHASE 0024702891
10-84
220

Date MAY 20 2005

REMITTER 569 VANDERBILT A H LLC

Pay to the
order of
EMDEO TENTEROMANO

Amount EIGHT THOUSAND DOLLARS AND 00 CENTS

CASHIER'S CHECK

Original check has an artificial watermark on reverse side. Hold at an angle to view.

Stephanie Stephen
Authorized Signature

\$ 8,000.00

U.S. Dollars

0024702891 102200084 21601600034

THE FACE OF THIS CHECK HAS A SECURITY VOID BACKGROUND PATTERN. DO NOT CASH IF THE WORD VOID IS VISIBLE.

JPMorgan Chase Bank
Buffalo, NY 14202



10-84
220

0024703021

Date JUNE 08, 2005

REMITTER - 569 VANDERBILT A & H LLC

Pay to the
order of
EMIDEO TENTEROMANO

Amount
FOUR THOUSAND DOLLARS AND 00 CENTS

\$ 4,000.00

U.S. Dollars

CASHIER'S CHECK

Authorized Signature

Stephen J. Hughes

ORIGINAL CHECK HAS AN ARTIFICIAL WATERMARK ON REVERSE SIDE. HOLD AT AN ANGLE TO VIEW.

100 24 70 30 21 10 2 200084 2150 16000341

1304

569 VANDERBILT A & H LLC

DATE 8-12-05

1-2-181
210

PAY
TO THE
ORDER OF EMIDEO TENTEROMANO

\$ 4,000.00

FOUR THOUSAND 00

DOLLARS 

Bank Power
Mobile Banking

 CHASE

JPMorgan Chase Bank, N.A.
Park Avenue
New York, NY 10017

FOR AUGUST PAYMENT FOR 33 VANDERBILT Albert Kalman

AVENUE #001304 1021000021181076937965#

JPMorgan Chase Bank
Buffalo, NY 14202

 CHASE

10-84
220

0009601849

Date JULY 08, 2005

REMITTER

Pay to the
order of EMIDEO TENTEROMANO

Amount FOUR THOUSAND DOLLARS AND 00 CENTS

\$ 4,000.00

U.S. Dollars

Non Negotiable

Authorized Signature

If not used as intended redeposit to your account. Do not destroy your check.

CASHIER'S CHECK

#0009601849# 10220008421601600034#

1234
2104

94

DATE 9/23/2005

Endee Technologies

\$4,000.00

PAY TO THE ORDER OF
Endee Technologies

00000000000000000000000000000000

CHASE

JPMorgan Chase Bank, N.A.
Park Avenue
New York, NY 10017

RECEIVED
JPMorgan Chase
Bank
New York, NY
9/23/2005
100-10000210911372591654
100-10000210911372591654

Rec'd original check today 9/23/2005

11:50 AM

Qa May [Signature]

COPY

December Payment

THE FACE OF THIS CHECK HAS A SECURITY VOID BACKGROUND PATTERN. DO NOT CASH IF THE WORD VOID IS VISIBLE

JPMorgan Chase Bank
Buffalo, NY 14202



10-84

220

0009602543

Date DECEMBER 09, 2005

REMITTER

Pay to the
order of

EMEDO TENTERAMANO

Amount FOUR THOUSAND DOLLARS AND 00 CENTS

\$ 4,000.00

U.S. Dollars

CASHIER'S CHECK

Authorized Signature

ORIGINAL CHECK HAS AN ARTIFICIAL WATERMARK ON REVERSE SIDE - HOLD AT AN ANGLE TO VIEW

"0009602543" 10220008421600034"



November 18 - December 16, 2005

Page 4 of 4

091-00094-B012-00094-

-051-3-01

091-1372591-65

PAMELA A RODGERS, 1503 101 WESTHAMPTON ROAD APT 27 MIDCITY, NY 10030 DATE 11/25-05	1503
DEBTOR: ENUDEI TENTERHANE	\$ 4,000.00
FOUR THOUSAND EIGHT	00
CHASE	1503 100000216091137259165

CHECK # 1503 \$4,000.00 PAID 11/25

PAMELA A RODGERS, 1504 101 WESTHAMPTON ROAD APT 27 MIDCITY, NY 10030 DATE 11/26-05	1504
DEBTOR: ENUDEI TENTERHANE	\$ 4,000.00
FOUR THOUSAND EIGHT	00
CHASE	1504 100000216091137259165

CHECK # 1504 \$4,000.00 PAID 11/25

PAMELA A RODGERS, 1506 101 WESTHAMPTON ROAD APT 27 MIDCITY, NY 10030 DATE 11/27-05	1506
DEBTOR: AUTO DIRECT INC.	\$ 20,500.00
EIGHT THOUSAND FIVE HUNDRED EIGHT	00
CHASE	1506 100000216091137259165

CHECK # 1506 \$20,500.00 PAID 11/27

PAMELA A RODGERS, 1509 101 WESTHAMPTON ROAD APT 27 MIDCITY, NY 10030 DATE 12/01-05	1509
DEBTOR: Shamsara Chowdhury	\$ 2424.76
Two Thousand Four Hundred Twenty Four	76
CHASE	1509 100000216091137259165

CHECK # 1509 \$2,424.76 PAID 12/01

87

PAY TO THE
ORDER OF
EMILO TENTIS ROMANO



CHASE
JPMorgan Chase Bank
444 Fifth Avenue
Brooklyn, NY 11215

DATE 1-5-06

1-2
2/10/94

\$ 4,000.00

DOLLARS

Security Features
Dashed on back.

FOR JANUARY 2006 PAYMENT FOR 33
VANDERBILT AV. 21000021009105224286511

Chase

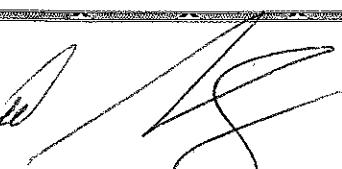
MP

Recd 1/10/06

D. S. S.

DATE 2-6-06

1-2 94

PAY TO THE
ORDER OF EMIDIO TENTIEROMANO1 \$ 4,000 45
perDOLLARS Security Features
Included
Printed on BackFOUR THOUSAND 40
 CHASE JPMorgan Chase Bank
444 Fifth Avenue
Brooklyn, NY 11215FOR PAYMENT for FEB. 06 33 VANDERBILT ^{AV²} Alburt & Son Sons
Exxon M.
10000961 102100002109105224286512/9/06 - original record 

ABDEL SATTI

ABDEL SATTI

09401991

DATE 3-6-06

112
210

PAY TO THE
ORDER OF
EMILIO TENTEROMANO

FOUR THOUSAND 40

\$ 4,000-40

CHASE
JPMorgan Chase Bank
270 Park Avenue
New York City, NY 10017

MEMO: NYC: R.R. 33 VANDERBILT AV.
MARCH 6 PAYMENT.

Alberto S.

110940199110210000091052242865#

43

3/10/06 - Rec'd check alone

ChaseBank (Secty)

33 VANDERBILT A P INC.

02803692

1-2
210

DATE 4-6-86

PAY TO THE
ORDER OF EMI DEO TENTERMANO

FOUR THOUSAND 00

\$ 4,000 75
DOLLARS 

CHASE

JPMorgan Chase Bank
270 Park Avenue
New York City, NY 10017

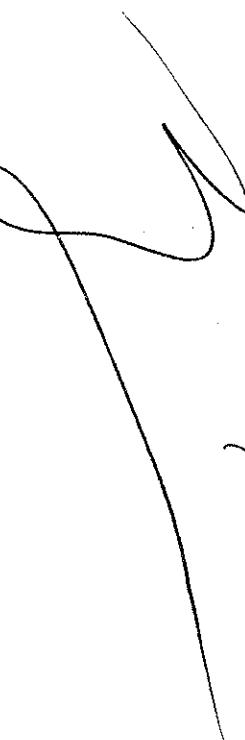
MEMO NO. PA 10000021091052242865

For 33 VANDERBILT AVENUE

Alberto Velho Soto

1102803692 02803692 1102803692 1102803692

43

4/7/86 - received by


02803845

1-2
210

PAY TO THE
ORDER OF Emilio Jenteromano

four thousand

 **CHASE**
JPMorgan Chase Bank
270 Park Avenue
New York City, NY 10017

JPMorgan Chase Bank
270 Park Avenue
New York City NY 10017

MEMO PAYMENT FOR MAY 06
33 VANDERBILT AVE

0280384511 02100002180910522428651

三

need \$18706

John Morgan

33 VANDERBILT A&P INC.

1025

PAY
TO THE
ORDER OF

Emile J. Tentermann

DATE

1-2
210

Four Thousand Dollars and

\$ 4,000.00
00
100 DOLLARS

CHASE

JPMorgan Chase Bank, N.A.
New York, New York 10017
www.Chase.com

FOR Mortgage for June 2006 for

33 Vanderbilt Ave. 1025 1000021091052242865

Pamela Rodgers

Security Features
Document on Back

CHASE 

FOR YOUR PROTECTION SAVE THIS COPY
OFFICIAL CHECK

Customer Copy
070591353
07/07/2006

New York

Remitter Pamela Rodgers

\$ ****4,000.00 ***

Pay To The Emeido Tenteromano
Order Of

Drawer: JPMORGAN CHASE BANK, N.A.
NON NEGOTIABLE

KEEP THIS COPY FOR YOUR RECORD. FOR THE TRANSACTION TO REPORT A LOSSOR FOR ANY OTHER INFORMATION
ABOUT THE INSTRUMENT, CONTACT THE INSTITUTION FROM WHICH YOU RECEIVED THE INSTRUMENT.

4991582-43840 Rev. 1 3/05 M 82006/M 157905 N

CHASE 

OFFICIAL CHECK

070591353 2297
Date 07/07/2006 1020

Remitter Pamela Rodgers
New York

Pay: FOUR THOUSAND DOLLARS AND 00 CENTS

\$ ****4,000.00 ***

Pay To The Emeido Tenteromano
Order Of

Drawer: JPMORGAN CHASE BANK, N.A.

*Reff me 4/2006
Reff me 3/2006*

5271 Bklyn, NY 11215
Santo Sgarlato
(718) 788-6646

700100 11020009791 250007059135341

John J. Hughes
First Vice President
Issued by Integrated Payment Systems Inc., Englewood, Colorado
JPMorgan Chase Bank, N.A., Denver, Colorado

 Security
Feature
Padlock
Technology



FOR YOUR PROTECTION SAVE THIS COPY
OFFICIAL CHECK

Customer Copy

070591466

08/07/2006

New York

Remitter PAMELA RODGERS

Pay To The
Order Of EMEIDO TENTEROMANO

\$ *****4,000.00 ***

Drawer: JPMORGAN CHASE BANK, N.A.
NON NEGOTIABLE

Aug- Payment
2006

TERMS
KEEP THIS COPY FOR YOUR RECORD OF THE TRANSACTION. TO REPORT A LOSS OR FOR ANY OTHER INFORMATION
ABOUT THE INSTRUMENT, CONTACT THE INSTITUTION FROM WHICH YOU RECEIVED THE INSTRUMENT.



POSTAL MONEY ORDER

15-800
000

SERIAL NUMBER

07611048988

YEAR MONTH DAY

2005-03-10

POST OFFICE

112261

U.S. DOLLARS AND CENTS

\$1000.00

AMOUNT: ONE THOUSAND DOLLARS & 00 CENTS

TO: EMILIO TENTEROMANDO

NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS
SEE REVERSE WARNING

ADDRESS

FROM: PAMELA RODGERS

CLERK

O.D. NO. OR
SED FOR

PAYMENT FOR 33
VANDERBILT AVE
1000000000 PL

33 VANDERBILT AVE
(NY) NY

07611048988

Signature: *John*



POSTAL MONEY ORDER

15-800
000

SERIAL NUMBER

07611585805

YEAR, MONTH, DAY

2005-03-11

POST OFFICE

112261

U.S. DOLLARS AND CENTS

\$1000.00

AMOUNT: ONE THOUSAND DOLLARS & 00 CENTS

TO: EMILIO TENTEROMANDO

NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS
SEE REVERSE WARNING

ADDRESS

FROM: PAMELA RODGERS

CLERK

O.D. NO. OR
SED FOR

PAYMENT FOR 33 VANDERBILT AVE
3/5

33 VANDERBILT AVE

1000000000 PL

07611585805

Paid Money Order
today 3-11-2005
ref: Tenteromando/messe

John



POSTAL MONEY ORDER

15-800
000

SERIAL NUMBER

07611585816

YEAR, MONTH, DAY

2005-03-11

POST OFFICE

112261

U.S. DOLLARS AND CENTS

\$1000.00

AMOUNT: ONE THOUSAND DOLLARS & 00 CENTS

TO: EMILIO TENTEROMANDO

NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS
SEE REVERSE WARNING

ADDRESS

FROM: PAMELA RODGERS

CLERK

O.D. NO. OR
SED FOR

PAYMENT FOR 33 VANDERBILT AVE
3/5

33 VANDERBILT AVE

1000000000 PL

07611585816



POSTAL MONEY ORDER

15-800
000

SERIAL NUMBER

YEAR, MONTH, DAY

POST OFFICE

U.S. DOLLARS AND CENTS

07608153565

2005-02-08

112181

\$1000.00

AMOUNT

ONE THOUSAND DOLLARS & 00 CENTS

NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS
SEE REVERSE WARNING

TO EMIDEO TENTEROMAN

FROM PAMELA RODGERS

CLERK
012

ADDRESS 33 VANDERBILT AVE

O.D. NO. OR
SERIAL FOR MORTG. FOR 2-05

33 VANDERBILT AVE

000000000 01: 07608153565



POSTAL MONEY ORDER

15-800
000

SERIAL NUMBER

YEAR, MONTH, DAY

POST OFFICE

U.S. DOLLARS AND CENTS

07608153576

2005-02-08

112181

\$1000.00

AMOUNT

ONE THOUSAND DOLLARS & 00 CENTS

NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS
SEE REVERSE WARNING

TO EMIDEO TENTEROMAN

FROM PAMELA RODGERS

CLERK
012

ADDRESS 33 VANDERBILT AVE

O.D. NO. OR
SERIAL FOR MORTG. FOR FEB. 05

33 VANDERBILT AVE

000000000 01: 07608153576



POSTAL MONEY ORDER

15-800
000

SERIAL NUMBER

YEAR, MONTH, DAY

POST OFFICE

U.S. DOLLARS AND CENTS

07608423071

2005-02-08

112041

\$1000.00

AMOUNT

ONE THOUSAND DOLLARS & 00 CENTS

NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS
SEE REVERSE WARNING

TO EMIDEO TENTEROMAN

FROM PAMELA RODGERS

CLERK
022

ADDRESS 33 VANDERBILT AVE

O.D. NO. OR
SERIAL FOR MORTG. FOR FEB. 05

33 VANDERBILT AVE

000000000 01: 07608423071



POSTAL MONEY ORDER

15-800
000

SERIAL NUMBER

YEAR, MONTH, DAY

POST OFFICE

U.S. DOLLARS AND CENTS

07611048990

2005-03-10

11251

\$1000.00

AMOUNT: ONE THOUSAND DOLLARS & 00 CENTS

NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS
SEE REVERSE WARNING

TO: ENVIDEO TENTEROMANO

FROM: PAMELA RODGERS CLERK

ADDRESS: 33 VANDERBILT AVE.

DD NO. 58
MORTG. FOR MARCH/05

33 VANDERBILT AVE.

4000008002:

07611048990



POSTAL MONEY ORDER

15-800
000

SERIAL NUMBER

YEAR, MONTH, DAY

POST OFFICE

U.S. DOLLARS AND CENTS

07608423060

2005-02-08

112041

\$1000.00

AMOUNT: ONE THOUSAND DOLLARS & 00 CENTS

NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS
SEE REVERSE WARNING

TO: ENVIDEO TENTEROMANO

FROM: PAMELA RODGERS CLERK

ADDRESS: 33 VANDERBILT AVE.

DD NO. 58
SED FOR MORTG. FOR FEB. 05

33 VANDERBILT AVE.

4000008002: 07608423060

2-10-2005 Rec'd above M/o

Olga (Secty)

WALL STREET MORTGAGE BANKERS, LTD.

1111 MARCUS AVENUE, 3RD FLOOR
LAKE SUCCESS, NY 11042
TEL 516-355-4500
FAX 516-326-1248

April 27, 2006
LOAN #: 306555

PREVAILING RATE COMMITMENT

Dear Borrower:

We are pleased to advise you that your application for a loan to be secured by a first mortgage on the premises listed below has been approved on the following terms and conditions:

BORROWER, PROPERTY AND LOAN INFORMATION

1. The identity of the entity making the commitment is Wall Street Mortgage Bankers, Ltd.
2. The name of the borrower is Pamela Rodgers.
3. The identification of the property securing the loan is 33 Vanderbilt Avenue, Brooklyn, NY 11204.
4. The principal amount of the loan is \$600,000.00 for a term of 30 years.
5. A balloon payment will not be required.
6. This is an adjustable rate loan.
 - (a) The initial rate will remain in effect for the first 60 months and may change once every 12 payments beginning with payment number 61.
 - (b) The change cap for the 1st adjustment (up or down) is 6.000%.
 - (c) The change cap for the remaining adjustments (up or down) is 2.000%.
 - (d) The lifetime interest rate cap is 6.000% over the initial interest rate and will never be less than margin over the term of the loan.
 - (e) The index to be used is 12 Mo CMT Index.
 - (f) The margin to be used is 3.250%.
7. Private Mortgage Insurance (P.M.I.) will not be required.
8. Flood insurance may be required if the property is in a flood zone.
9. Negative amortization will not apply to this loan.
10. There is not a prepayment penalty.
11. Funds are to be escrowed for taxes and insurance. You will be required to make monthly payments into an escrow account for property taxes, assessments, hazard insurance, private mortgage insurance (if applicable) and flood insurance (if applicable). A sufficient amount will be required to be paid at closing so that the full amount of each escrowed item, when added to the monthly payments remaining before each escrowed item becomes due and payable, will be on deposit in the escrow account one month before the due date of each escrowed item. The lender will analyze tax escrow accounts on a yearly basis, at which time you will receive a statement reflecting adjustments for overages and shortages. It is the lender's policy that the borrower shall prepay at closing to the title closer, or other title insurance company representatives, any taxes due within sixty (60) calendar days of closing.

including points or other discounts and origination fees is \$n/a. Our commitment fee is NON-REFUNDABLE unless the property appraisal report is not favorable or the applicant is rejected as not creditworthy after providing complete and correct credit information. In either of these events, the commitment fee is refundable in full.

13. The total number of points to be accepted directly or indirectly by or on behalf of the lender at or prior to closing is 1.00 point, which is \$6,000.00.

As compensation for its services, your Mortgage Broker will be paid as checked below:

N/A We will pay your mortgage broker a fee of N/A% of the loan amount or \$N/A. The compensation your mortgage broker will receive from us for its services is included in the rate, points, fees and terms of the loan as quoted by us in this commitment. The maximum points paid, including any premium pricing payable by us to your mortgage broker shall not exceed \$N/A (N/A) points. The basis for the premium pricing payment, if any, is N/A.

X You will pay to your mortgage broker, upon your signed acceptance of this commitment _____ or at closing _____, a fee of 1.00% of the loan amount or \$6,000.00.

RELEVANT TIME FRAMES

15. The time during which this commitment is irrevocable and may be accepted by the applicant is no less than seven calendar days from the date of this commitment or the date of its mailing, whichever is later, and expires on May 4, 2006.
16. The expiration date of this commitment is May 30, 2006. If this loan does not close by the expiration date indicated, extensions may be granted upon the approval of Wall Street Mortgage, Inc. at prevailing market rates for this type of loan.

COMMITMENT CONDITIONS

17. IF YOU SIGN THIS COMMITMENT AND YOU DO NOT CLOSE THIS LOAN IN ACCORDANCE WITH THE DESCRIBED TERMS, YOU MAY LOSE SOME OR ALL OF THE FEES OR CHARGES YOU HAVE PAID.
18. This commitment is subject to the following additional conditions:

Hazard insurance with Dwelling Coverage equal to the loan amount or a lesser dollar amount with Guaranteed Replacement Cost Coverage on the Dwelling will be required as a condition of our granting this loan. We cannot require you to obtain or maintain a hazard insurance policy in excess of the replacement cost of the improvements on the property securing the loan.

Four days prior to scheduling a closing, please furnish us with an original hazard insurance policy with extended coverage issued by a company having a rating of "A" or better by Bests covering the subject property, naming:

Wall Street Mortgage Bankers, Ltd. D/B/A Power Express
its successors and/or assigns,
as their interests may appear,
1111 Marcus Avenue, 3rd Floor
Lake Success, NY 11042

as first mortgagee, together with a paid receipt for the first annual premium. When required, a prepaid flood insurance policy is needed. Please include Agents Name, Address and Phone # on Certificate.

In lieu of an original hazard insurance policy, we will accept a binder issued by an insurer or a duly authorized representative of an insurer, licensed to do business in this State, together with a receipt indicating that the annual premium on the insurance policy has been paid.

A SATISFACTORY TERMITE INSPECTION CERTIFICATE MUST BE PRESENTED AT CLOSING.

This commitment is conditioned on the borrowers occupying the subject premises as their primary residence.

This commitment may be withdrawn or revoked at any time for any of the following reasons:

- (a) Examination reveals an unmarketable or defective title;
- (b) There is a change in the facts stated in the mortgage application, the documents in support thereof or the credit report;
- (c) There is a change in the valuation or character of the subject premises;
- (d) Any material representations made in your loan application are incorrect.
- (e) If a Lis Pendens has been filed against the subject property.

Prior to scheduling a closing, you must furnish us with a title report and a policy of title insurance with the beneficiary named as in the hazard insurance policy, as aforesaid, a survey guaranteed to the lender or a title company completed by a surveyor licensed in the state in which the property is located, showing all completed improvements on the property, a certificate of occupancy for all existing structures and improvements (temporary C.O.'s are not acceptable) and other related searches or you may authorize us to obtain these materials for you at your expense. The attorney for the lender must approve the title for the property.

Updated Application: At closing, all borrowers are required to sign a new mortgage loan application reflecting updated credit, employment and income information.

Additional Documentation: You agree to provide the bank with any additional financial documentation that the Bank may request.

Reverification: At closing, all borrowers are required to sign a "Reverification Authorization" form permitting the Bank, its successors and/or assigns, to reverify information contained in the loan application package.

Financial Transactions of Borrower: The Lender reserves the right to cancel this commitment if the Lender becomes aware of any information which would suggest that (i) the borrower has, or may have, violated or will, or may, violate any federal or state law including, but not limited to, violation involving the reporting requirements for currency and monetary instruments transactions, the structuring of currency transactions and money laundering or (ii) the borrower's assets or the property which will secure this loan may become subject to forfeiture under any federal or state law.

Commitment to Survive Closing: This commitment shall not expire or terminate merely because the loan has closed, but its terms and conditions shall survive the closing and continue to be enforceable.

19. This commitment is also subject to the following special conditions:

You must sign the note, mortgage and any other loan document prepared by the lender's attorney for this loan to comply with applicable regulations and render the loan saleable in the secondary market. This provision will survive the closing of the loan contemplated herein. If you wish to see copies of these documents before closing, contact the lender's attorney.

You must pay all closing costs, including the legal and title expenses in connection with this loan. These include recording fees and taxes, charges for additional endorsements to the Final Title Policy, lender attorneys fees, and search and title charges not paid by others. In no event will the Lender be responsible for any closing costs.

Interest Due at Closing: If your loan does not close on the first day of the month, you will pay to the Bank at closing interest from the date of closing to the end of that month.

Any fees which are payable to the lender or its attorney and which are remitted at closing are to be in the form of a bank or certified check.

The lender may refuse to close the loan if you borrow any money other

premises.

(d) Any material representations made in your loan application are incorrect.

(e) If a Lis Pendens has been filed against the subject property.

Prior to scheduling a closing, you must furnish us with a title report and a policy of title insurance with the beneficiary named as in the hazard insurance policy, as aforesaid, a survey guaranteed to the lender or a title company completed by a surveyor licensed in the state in which the property is located, showing all completed improvements on the property, a certificate of occupancy for all existing structures and improvements (temporary C.O.'s are not acceptable) and other related searches or you may authorize us to obtain these materials for you at your expense. The attorney for the lender must approve the title for the property.

Updated Application: At closing, all borrowers are required to sign a new mortgage loan application reflecting updated credit, employment and income information.

Additional Documentation: You agree to provide the bank with any additional financial documentation that the Bank may request.

Reverification: At closing, all borrowers are required to sign a "Reverification Authorization" form permitting the Bank, its successors and/or assigns, to reverify information contained in the loan application package.

Financial Transactions of Borrower: The Lender reserves the right to cancel this commitment if the Lender becomes aware of any information which would suggest that (i) the borrower has, or may have, violated or will, or may, violate any federal or state law including, but not limited to, violation involving the reporting requirements for currency and monetary instruments transactions, the structuring of currency transactions and money laundering or (ii) the borrower's assets or the property which will secure this loan may become subject to forfeiture under any federal or state law.

Commitment to Survive Closing: This commitment shall not expire or terminate merely because the loan has closed, but its terms and conditions shall survive the closing and continue to be enforceable.

19. This commitment is also subject to the following special conditions:

You must sign the note, mortgage and any other loan document prepared by the lender's attorney for this loan to comply with applicable regulations and render the loan saleable in the secondary market. This provision will survive the closing of the loan contemplated herein. If you wish to see copies of these documents before closing, contact the lender's attorney.

You must pay all closing costs, including the legal and title expenses in connection with this loan. These include recording fees and taxes, charges for additional endorsements to the Final Title Policy, lender attorneys fees, and search and title charges not paid by others. In no event will the Lender be responsible for any closing costs.

Interest Due at Closing: If your loan does not close on the first day of the month, you will pay to the Bank at closing interest from the date of closing to the end of that month.

Any fees which are payable to the lender or its attorney and which are remitted at closing are to be in the form of a bank or certified check.

The lender may refuse to close the loan if you borrow any money other than this loan for the purpose of buying the property.

If you are purchasing the property, any change in the contract price which results in a purchase price lower than that shown on your mortgage application must be communicated to us prior to loan closing and may result in a decrease in the amount of the mortgage loan that we will make to you.

It is required that an affidavit from the seller be provided to the lender indicating that an operable single station smoke detecting device has been installed prior to sale or transfer of the property.

You must pay at closing a flood certification fee of \$12.00.

CLOSING INFORMATION

20. To arrange for your closing, please contact our attorney:

THE LAW OFFICES OF PETER DEMEO
1111 Marcus Avenue, 3rd Floor
Lake Success, NY 11042
Tel. # (516) 355-4500 Fax # (516) 355-4699

If this is a Consolidation, Extension and Modification Agreement transaction, a fee will be charged by the lender's attorney.

21. Please furnish us with the name, address and telephone number of your attorney:

22. Please sign, date and return one copy of this commitment on or before May 4, 2006. This commitment shall become null and void unless accepted and received by us on or before May 4, 2006.

23. This commitment constitutes a contract between us when accepted by you and it is to be interpreted according to the laws of the State of New York.

THIS COMMITMENT IS SUBJECT TO THE FOLLOWING CONDITIONS PRIOR TO CLOSING AND ALL CONDITIONS TO BE ACCEPTABLE TO THE UNDERWRITER:

1. File is subject to Quality Control Review prior to closing.
2. Owner must be in Title for one year, if Owner is not, the Commitment may be rescinded.
3. Satisfactory receipt and review of full original Appraisal Report, acceptable to lender, on subject property, valued at \$1,200,000.00. (Underwriter to clear)
4. Provide 24 month mortgage payment history from Mortgage Holder for mortgage on subject evidencing timely payments along with the mortgage payoff. (Underwriter to clear)
5. Borrower to sign and date the amended Good Faith Estimate and Truth in Lending Disclosure dated 4/27/06, along with the Servicing Disclosure.
6. Provide the current fully executed lease on 8110 Avenue L evidencing a monthly rental of \$1,950.00.
7. Provide the current fully executed lease on subject evidencing a monthly rental of \$5,500.00.

AT FUNDING CONDITIONS (AS OF THIS DATE) - THIS SECTION IS SUBJECT TO ADDITIONS:

8. Any/All liens on the subject property to be satisfied at closing including: Private Mortgage - \$400,000.00.
9. Deed to the subject property to be in the name of Pamela Rodgers only at closing.

CLOSING.

10. Final typed application, Good Faith Estimate, Truth in Lending Disclosure, ARM Disclosure, and Flood Certification to be signed at closing.

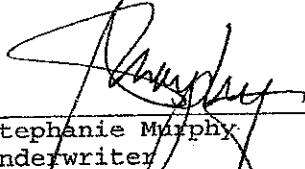
"YOUR INTEREST RATE WILL BE DETERMINED 3 DAYS PRIOR TO THE CLOSING DATE"

All parties connected with this transaction must be present at the time of closing and Photographic Identification will be required of all applicants at the closing.

IF YOU RESIDE OVER 50 MILES FROM OUR OFFICE, YOU MAY CALL US AT:
(800) 591-BANK.

Very truly yours,

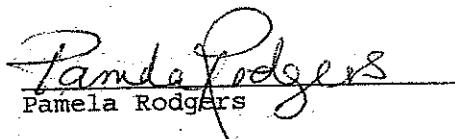
Wall Street Mortgage Bankers, Ltd.



Stephanie Murphy
Underwriter

In accepting this commitment by signing below, you acknowledge that you have read this entire agreement and fully understand it and that it may not be changed orally.

APPLICANT:



Pamela Rodgers

Date: 4-30-06

At the JHO, Part of the Supreme Court of the State of New York, held in and for the County of Kings, at the Courthouse, at Civic Center, Brooklyn, New York, on the 5th day of March, 2007

P R E S E N T:

HON. MAXINE L. ARCHER

Court Attorney Referee.

-----X

EMIDEO TENTEROMANO and
FRANK TENTEROMANO,

Plaintiff(s),

- against -

PAMELA RODGERS, N. Y. C. ENVIRONMENTAL CONTROL BOARD, NEW YORK CITY PARKING VIOLATIONS BUREAU, "John Doe 1 to John Doe 25" said names being fictitious, the persons or parties intended being the persons, parties, corporations or entities, if any, having or claiming an interest in or lien upon the mortgage premises described in the complaint,

Defendant(s).

Index No.

-----X

This matter was commenced by way of Order to Show Cause seeking authorization and empowering the Plaintiffs to enter

upon and take possession of the mortgaged premises, 33 Vanderbilt Avenue,

Brooklyn New York, County of Kings City and State of New York, Block: 1872, Lot:

9, for the purposes of securing the premises against the elements, vandalism and

other hazards which may imperil the property and to winterize or otherwise preserve

and protect the mortgaged premises.

After hearing the testimony of both the Plaintiff, the Defendant and her husband the court adjourned the case to March 5, 2007 to inspect the premises.

Both sides with their attorney were to be there except the Plaintiff did not want to pay his attorney's fee and chose to come by himself. The court then instructed the Plaintiff not to come unless accompanied by counsel and did inspect the premises said date.

The court found that the defendants have done a lot of work inside and outside the premises included but not limited to new windows throughout, new kitchen and appliances, new plumbing and bathroom fixtures with running water. That the house had electricity, some heat and that there was no falling bricks or plaster. That the windows were installed securely with locking devices and all doors had locks and were otherwise closed and secured.

The court has found that the plaintiff's concerns are unfounded and hereby denies him authorization to enter the premises Known as 33Vanderbilt Ave, Brooklyn

New York. The court was advised that on the morning of the inspection date that the defendants had scheduled a refinance closing and were prepared to pay off the plaintiff's mortgage however the plaintiff fail to present a payoff letter and the closing could not take place. That a new date would be scheduled upon receipt of the payoff figures in writing.

ENTER
Marci Lucker

THE RICE LAW FIRM, PLLC

Attorneys at Law
The Sullivan Gardner Suite
475 Park Avenue South
New York, N.Y. 10016
Tel (212) 206-0444
Fax 646 356 6940*

*This firm does not consent to service by fax.

May 12, 2009

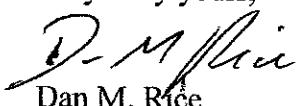
Ms. Pamela Rodgers
33 Vanderbilt Ave.
Brooklyn, NY 11205

Re: Tenteromano v Rodgers etc

Dear Ms. Rodgers:

Please be advised my clients reject the offer in your letter dated April 22, 2009.

Very truly yours,



Dan M. Rice

April 22, 2009

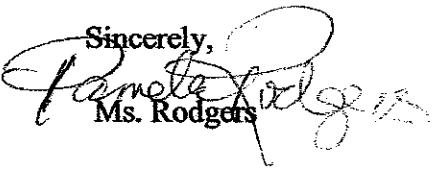
Pamela Rodgers
33 Vanderbilt St.
Brooklyn, NY 11205

The Rice Law Firm, PLLC
Attorneys for Plaintiffs
The Sullivan Gardner Suite
475 Park Avenue South 33rd Fl.
New York, NY 10016

Dear Attorneys,

This letter is written as a proposal to the attorney(s) of Mr. Tenteromano and the parties of Ms. Rodgers concerning the mortgage for the property located at 33 Vanderbilt Ave., Brooklyn, NY 11205.

We would like to propose the following; we will pay \$150,000.00 as an initial payment and thereafter make payments of \$4,000.00 a month for 6 months. After 6 months the balance of the mortgage will be paid in full.

Sincerely,

Pamela Rodgers
Ms. Rodgers